

# EXHIBIT A



*Partnership*

COMMITMENT

Value

Career  
Agent Contract

AGREEMENT

RESPONSE

INDEPENDENT

M

AGREEMENT

AGREEMENT

AGREEMENT

The insurance companies signatory to this contract (hereinafter, the Company) hereby contract the agent signatory to this contract (hereinafter Agent) as an agent to represent Company while properly licensed to do so. Agent shall only be licensed and contracted to sell insurance for the companies that have authority to conduct business within the Agent's jurisdiction.

### **SECTION I. AGENT DUTIES**

1. The Agent agrees to solicit on behalf of the Company acceptable applications for insurance, collect premiums, reinstate and transfer insurance, assist policyholders and cooperate with adjusters in reporting and handling claims and render such other services to policyholders as may properly and reasonably be provided by an Agent of the Company, subject to rules, regulations and procedures contained in the manuals, rate books, software, or other instructions promulgated by the Company. Agent understands that such manuals, software, etc. will be modified from time to time and Agent shall abide by all changes and amendments.
2. The Agent shall countersign, where necessary, and deliver to the policyholder all policies received from the Company. Where permitted by law, the Agent authorizes the Company to sign Agent's name, or use any facsimile signature or print the name as an authorized representative on any and all policies, endorsements and renewal certificates, which may be delivered by Company to policyholder.
3. The Agent will not represent himself/herself as having any powers except those specifically authorized by this contract and permitted by law. The Agent shall have no authority to extend the time of any premium payment, or to alter, waive or forfeit any of the Company rights, requirements or conditions in any policy of insurance, or otherwise obligate the Company unless expressly authorized in writing by the Company.
4. Agent shall have no authority to back date coverage for any period prior to the time when the actual application is completed.
5. Agent shall maintain complete and accurate records necessary for operation of the business and policyholder service.
6. Company will offer pre-approved advertising to Agent. Agent shall not place any custom advertising items and materials, including but not limited to oral or written communications, without the prior written authorization of Company. Agent will not use the Company's name and logo without prior written consent.
7. Agent shall not directly or indirectly represent any other insurance company with the exception of Agent's authorized use of companies through the general agency for the Company.
8. Agent agrees to maintain an errors and omissions policy during the term of this contract and promptly notify Company of any such claim. If the Company participates in the defense of any such action, it shall not be liable to the Agent for any legal or other expenses subsequently incurred by the Agent in connection with such action.
9. Agent shall consult Company with respect to location of office.

### **SECTION II. COMPANY DUTIES**

1. The Company shall furnish manuals, forms, records, and other supplies as it may deem advisable. These materials will remain the sole property of the Company.
2. The Company has the right to prescribe all policy forms and provisions, premiums, and rules governing the binding, acceptance, renewal, rejection or cancellation of risks and adjustment and payment of losses.

### **SECTION III. INDEMNIFICATION**

1. The Company shall indemnify and hold the Agent harmless against any claim or liability which the Agent becomes legally obligated to pay to or on behalf of any insured based on an actual error of the Company in processing or handling policies placed by the Agent with the Company.
2. Agent shall indemnify and hold the Company harmless against any claim or liability based on an error of the Agent.

#### **SECTION IV. PREMIUMS AND COMMISSION**

1. Company shall pay Agent commission on business placed with the Company in accordance with the rate set forth in the attached schedule of commissions.
2. The Agent agrees that all money collected on behalf of the Company shall be held in trust by the Agent. The Agent will be held responsible for the money until it is safely transmitted to the Company. The Agent is encouraged to maintain a premium fund account to deposit money received from Company policyholders. Agent shall promptly transmit money deposited to the Company along with all applications.
3. The Agent agrees that any money owed by the Agent to the Company shall be a first lien on any money due or thereafter to become due the Agent. The Company is authorized to deduct such indebtedness from any such money due or thereafter to become due the Agent.
4. If any application is rejected or any policy is surrendered or canceled, in whole or in part, for any reason, or if any premium is reduced, agent will not receive any commission for that policy.
5. All transactions involving policies issued, lapsed or reinstated are deemed to have transpired in the month in which they are recorded by the Company.

#### **SECTION V. TERMINATION PROVISIONS**

1. This contract may be terminated without cause upon 30 days written notice by either party, to the other's last known address.
2. This contract will terminate immediately without notice in the event Agent's license is suspended, revoked, or nonrenewed. Agent abandons the business, engages in fraud and/or gross or willful misconduct or materially breaches a term of this Agreement.
3. Upon termination of this contract, Agent shall cease to act in any manner as an agent or representative of the Company. Agent will immediately return to the Company all property belonging to the Company. Use of any company supplies, including software after termination is unauthorized. Agent will remove all Company signs and refrain from any further advertising of Company and its products.
4. The Agent cannot sell, assign, or pledge this contract or any interest hereunder, except without prior written agreement from the Company.
5. Agent will not, for a period of one year, following termination, either personally or through any other person, agency or organization, (1) induce or advise any policyholder of the Company to lapse, surrender or cancel any coverages of the Company, or (2) solicit any such policyholder to purchase or accept any offer of such policyholder to purchase any insurance coverages of the types sold by the Company. This prohibition includes any contact that is initiated by Company customers. Agent must immediately refer any customer that contacts Agent to a Company representative.
6. Upon termination, the Company shall retain all right, title and interest in the business in the Agent's account, including the right to renew. All information regarding names, addresses, and ages of policyholders of the Company, the description and location of insured property, and expiration or renewal dates of the Company's policies acquired by the Agent during the term of this contract or any prior contract between Agent and Company, shall remain trade secrets wholly owned by the Company. The Company shall transfer the policyholder accounts to any account the Company designates.
7. The Agent agrees not to engage in the business of selling property, casualty and life insurance within a 25 mile radius of the city limits in which the Agent's office(s) was located for a period of one year following the termination of this Contract.

#### **SECTION VI. MISCELLANEOUS PROVISIONS**

1. The parties agree that the Company owns all right, title, and interest in the business written by or assigned to Agent, including the right to renewal. All information regarding names, addresses, and ages of policyholders, and expiration or renewal dates of Company policies acquired by Agent during the effective period of this Contract, or any prior contract between the parties, are company owned trade secrets. Agent shall at no time use this information for any other purpose, either directly or indirectly and shall not provide said information to any other person or organization.
2. A waiver of any term or provision by the Company shall not be construed as a waiver of any right to enforce that term and all other terms and conditions of the contract.

3. This Agreement constitutes the entire contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior contracts, agreements, understandings, negotiations and discussions whether implied, written or oral, in connection with the subject matter hereof. All financing deficits incurred by the Agent under prior agreements between the parties shall remain valid obligations until such deficits are paid in full.
4. Any change, alteration, or modification of the terms must be made by a Company officer in writing and delivered to Agent.
5. In the event of any violation of this Agreement, state proceeding or administrative action against the Agent, Company may upon written notice suspend Agent's binding authority.
6. Iowa law shall control any dispute arising under the terms of this contract. If both parties agree in writing, they may enter into arbitration or other legal means to settle any dispute.
7. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such unenforceability, without invalidating the remaining portions of the contract.
8. The Company shall have access at all times to the Agent's files and records, including software records, which pertain to the business placed with the Company.
9. In the event that the GuideOne Insurance acquires, creates or adds any insurance company(ies) to its existing group of insurers as listed below, the Company(ies) may license Agent. All terms and conditions of this Agreement shall be in effect for any new company(ies) of the Group that may license Agent.

DATE: 5/25/99

Kathleen Hopkins      01-384  
 Agent Signature      Agent #

Rami Salim  
 Company Representative

GuideOne Mutual Insurance Company  
 GuideOne Elite Insurance Company  
 GuideOne America Insurance Company  
 GuideOne Lloyds Insurance Company  
 GuideOne Specialty Mutual Insurance Company  
 GuideOne Casualty Insurance Company  
 GuideOne Life Insurance Company

013  
 KATHLEEN HOPKINS  
 P O BOX 211088  
 MONTGOMERY

01384

AL 36121